

CITY OF LYNNWOOD
RESOLUTION NO. 2006-10

City of Lynnwood
AUG 02 2006
SCANNED

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, APPROVING AN AGREEMENT TEMPLATE FOR THE CITY TO ENTER INTO A LID NO-PROTEST AGREEMENT WITH LANDOWNERS FOR NEW DEVELOPMENT IN THE CITY.

WHEREAS, the Lynnwood Municipal Code and the State Environmental Policy Act may require private development to make infrastructure improvements; and

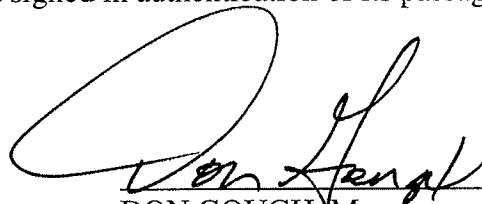
WHEREAS, the City and property owners may desire flexibility in implementing such required improvements, both in scope and timeframes; and

WHEREAS, the formation of local improvement districts allow a structured process for scheduling, design, construction, right of way acquisition, and financing of infrastructure improvements in accordance with State Law, and

WHEREAS, the use of a LID No-Protest Agreement will allow the lawful deferral of constructing improvements with requirement for future participation by the property owner.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LYNNWOOD, WASHINGTON, DOES HEREBY RESOLVE that it will use the form shown in Exhibit A to this resolution for the purposes of entering into an agreement with property owners for no-protest to the formation of a future Local Improvement District.

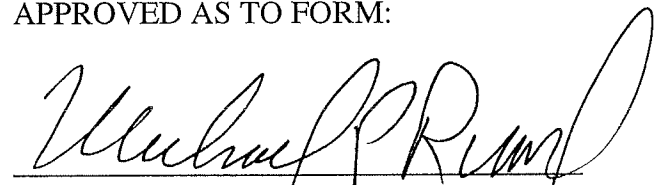
PASSED THIS 10th day of July, 2006, and signed in authentication of its passage this 14th* day of July, 2006.


DON GOUGH, Mayor

ATTEST:


PATRICK DUGAN
Interim Finance Director

APPROVED AS TO FORM:


MICHAEL P. RUARK
City Attorney

* CORRECTED DATE OF EXECUTION

EXHIBIT A - LID NO-PROTEST AGREEMENT

AFTER RECORDING RETURN TO:

City of Lynnwood
Engineering
PO Box 5008
Lynnwood WA 98046-5008

Grantor(s):

Grantee: City of Lynnwood, Washington

Short Legal Description:

[Complete legal description on p. ____]

Assessor's Property Tax Parcel/Account Number(s):

Reference Number(s) of
Documents Assigned
Or Released:

(CITY INFORMATION)

FEE: _____
DATE: _____

PROJECT SITE: _____

RECEIPT NO.: _____

DEVELOPMENT: _____

POWER OF ATTORNEY AND
AGREEMENT NOT TO PROTEST FORMATION OF
LOCAL IMPROVEMENT DISTRICT FOR STREET IMPROVEMENTS

WHEREAS, the undersigned property owner(s) ("owners") own the real property situated in the City of Lynnwood, Washington ("City"), legally described in Exhibit "A" attached hereto and made a part hereof ("property"); and

WHEREAS, the City may grant to the owners approval of a [Insert type of permit or approval] hereto described conditional upon receiving the following; and

WHEREAS, the City has concluded that the aforesaid action should not take effect unless or until the public roadway upon which the same abuts shall be improved to the then minimum standards for the development of roadways within the City, including requirements existing at the time of approval, for paved street, curbing and sidewalks, and utilities, as more fully set forth on the attached Exhibit "B", which the owners hereby acknowledge having read and reviewed; and

WHEREAS, in lieu of the actual street improvement at the time of the aforesaid approval the owners may submit to the City a bond or reasonably equivalent guarantee that the improvements to the public right-of-way could and would be installed at the expense of the owners or assigns upon the right-of-way within a reasonable time after a notice so to do shall be given by the City; and

WHEREAS, the owners being cognizant of their opportunity to choose to improve the street abutting their property or of providing the appropriate bond and having determined to do neither at this time, hereby specifically elect to sign this Power of Attorney and Agreement not to Protest Formation of Local Improvement District for Street and/or Utility Improvements ("Agreement") and present this document to the City as a reasonably equivalent guarantee that the improvement to the right-of-way contemplated herein could and would be installed at the expense of the owners or assigns;

NOW, THEREFORE, for and in consideration that the action of the City referred to above shall become effective without requiring the present installation of all improvements as set forth on Exhibit "B", the owners jointly and severally hereby (1) make, constitute and appoint the City as the owners' true and lawful attorney in fact for them in their name, place and stead and as an irrevocable proxy to sign a petition for the formation of a local improvement district or utility local improvement district ("LID") hereafter to be formed by the City or its successors for the improvement of _____ in accordance with the improvements set forth on Exhibit "B" or for any one or combination of the said improvements and (2) waive their right under RCW 35.43.180 to protest formation of such LID for such improvements; provided, that the owners may protest any portion of a LID which contemplates improvements not expressly included within Exhibit "B". The power hereby granted and the protest right hereby waived shall continue for ten years or until all improvements in Exhibit "B" are in place, whichever occurs first. The property owners reserve and retain the right to object to the amount of the LID assessment levied against the property and to appeal that assessment to Superior Court. This Agreement shall be a conveyance of an irrevocable interest in land and the owners do by these presents convey to the City such limited interest in the property.

This Agreement shall be a covenant to run with the fee title to the property for ten (10) years from the date of this Agreement and shall be recorded, at the cost of the property owners, with the Auditor of the County of Snohomish; provided, that the City shall deliver a signed release

of this Agreement after installation of all the contemplated improvements shall have been completed, and if done by LID, after transmittal of the final assessment roll to the County of Snohomish pursuant to law.

The owners do hereby warrant that the persons named as "property owner" on the signature lines below are all of the persons or entities having any interest in the property and that they have full power to execute this Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals this day of _____, 20____.

Property Owner(s)

☐ individual(s) ☐ partnership ☐ corporation

By: _____

State Position: _____

By: _____

State Position _____

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

On this day personally appeared before me _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned, and certified that _____ is/are fully authorized to sign for the above owner entity.

Dated this ____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____.

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT "A"

[Legal Description]

EXHIBIT "B"

That _____, from _____ to __, be improved by excavating, grading, shaping, ballasting, and paving with asphalt concrete, to an approximate width of ___ feet, measured from face of curb to face of curb; constructing and installing Portland cement curbs, gutters, and 5 foot wide sidewalks; installing storm drainage and detention facilities; installation of traffic signals at the intersections of _____ and __, connection of traffic signals to the interconnect system; traffic and pavement marking and control; signing; underground wired street illumination; slope protection; modifications to the water systems, including fire hydrant installation and relocations, adjusting valve boxes to grade, and relocation of water meters; modifications to the sanitary sewer system, including adjustment of manholes to grade and extending existing sewer laterals; and acquiring all additional rights-of-way, as may be required.